Agreement. Directory listings will make no distinction between USA Video Relay and BellSouth End Users. USA Video Relay shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

- 8.1.3 <u>Unlisted/Non-Published End Users.</u> USA Video Relay will be required to provide to BellSouth the names, addresses and telephone numbers of all USA Video Relay End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 8.1.4 <u>Inclusion of USA Video Relay End Users in Directory Assistance Database.</u>
 BellSouth will include and maintain USA Video Relay End User listings in
 BellSouth's Directory Assistance databases. USA Video Relay shall provide such
 Directory Assistance listings to BellSouth at no charge.
- 8.1.5 <u>Listing Information Confidentiality.</u> BellSouth will afford USA Video Relay's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as USA Video Relay provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to USA Video Relay one (1) basic White Pages directory listing per USA Video Relay End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 8.2 <u>Directories.</u> BellSouth or its agent shall make available White Pages directories to USA Video Relay End User at no charge or as specified in a separate agreement between USA Video Relay and BellSouth's agent.
- 8.3 Procedures for submitting USA Video Relay Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

- 8.3.1 USA Video Relay authorizes BellSouth to release all USA Video Relay SLI provided to BellSouth by USA Video Relay to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such USA Video Relay SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to USA Video Relay for BellSouth's receipt of USA Video Relay SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of USA Video Relay's SLI, or costs on an ongoing basis to administer the release of USA Video Relay SLI, USA Video Relay shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of USA Video Relay's SLI, USA Video Relay will be notified. If USA Video Relay does not wish to pay its proportionate share of these reasonable costs, USA Video Relay may instruct BellSouth that it does not wish to release its SLI to independent publishers, and USA Video Relay shall amend this Agreement accordingly. USA Video Relay will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by USA Video Relay under this Agreement. USA Video Relay shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate USA Video Relay listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to USA Video Relay any complaints received by BellSouth relating to the accuracy or quality of USA Video Relay listings.
- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

9. Operator Services (Operator Call Processing and Directory Assistance)

- 9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

9.2.1	Process 0+ and 0- dialed local calls
9.2.2	Process 0+ and 0- intraLATA toll calls.
9.2.3	Process calls that are billed to USA Video Relay End User's calling card that can be validated by BellSouth.
9.2.4	Process person-to-person calls.
9.2.5	Process collect calls.
9.2.6	Provide the capability for callers to bill a third party and shall also process such calls.
9.2.7	Process station-to-station calls.
9.2.8	Process Busy Line Verify and Emergency Line Interrupt requests.
9.2.9	Process emergency call trace originated by Public Safety Answering Points.
9.2.10	Process operator-assisted directory assistance calls.
9.2.11	Adhere to equal access requirements, providing USA Video Relay local End Users the same IXC access that BellSouth provides its own operator service.
9.2.12	Exercise at least the same level of fraud control in providing Operator Service to USA Video Relay that BellSouth provides for its own operator service.
9.2.13	Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
9.2.14	Direct customer account and other similar inquiries to the customer service center designated by USA Video Relay.
9.2.15	Provide call records to USA Video Relay in accordance with ODUF standards.
9.2.16	The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
9.3	<u>Directory Assistance Service.</u> Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
9.3.1	Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by USA Video Relay's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set

forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

- 9.4 <u>Directory Assistance Service Updates.</u> BellSouth shall update End User listings changes daily. These changes include:
- 9.4.1 New End User connections
- 9.4.2 End User disconnections
- 9.4.3 End User address changes
- 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.4.5 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by USA Video Relay to the BellSouth Tops. The calls are routed to "No Announcement,"

10. Branding for Wholesale Operator Call Processing and Directory Assistance

- 10.1 BellSouth's branding feature provides a definable announcement to USA Video Relay End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows USA Video Relay to have its calls custom branded with USA Video Relay's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.
- BellSouth offers three branding options to USA Video Relay when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- Upon receipt of the custom branding order from USA Video Relay, the order is considered firm after ten (10) business days. Should USA Video Relay decide to cancel the order, USA Video Relay must provide written notification to USA Video Relay's Local Contract Manager. If USA Video Relay decides to cancel after ten (10) business days from receipt of the custom branding order, USA Video Relay shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), USA Video Relay must contact its account team to initiate the order via the OLNS Branding Order form.
- 10.4 <u>Branding via Originating Line Number Screening (OLNS).</u> BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, USA Video Relay shall not be required to purchase dedicated trunking.

- 10.5 BellSouth Branding is the default branding offering.
- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, USA Video Relay must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, USA Video Relay must submit a manual order form which requires, among other things, USA Video Relay's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. USA Video Relay shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon USA Video Relay's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all USA Video Relay End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11. Line Information Database (LIDB)

- The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- Where USA Video Relay is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from USA Video Relay LSR's to populate LIDB with USA Video Relay's End User information BellSouth provides access to information in its LIDB, including USA Video Relay End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for USA Video Relay, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of USA Video Relay data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
- 11.3.1 BellSouth will administer the data provided by USA Video Relay pursuant to this Agreement in the same manner as BellSouth administers its own data.
- USA Video Relay is responsible for completeness and accuracy of the data being provided to BellSouth.
- BellSouth shall not be responsible to USA Video Relay for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established

practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

12. RAO Hosting

- 12.1 RAO Hosting is not required for resale in the BellSouth region.
- 13. Optional Daily Usage File (ODUF)
- The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.
- 13.2 BellSouth will provide ODUF service upon written request.
- 14. Enhanced Optional Daily Usage File (EODUF)
- 14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.
- 14.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service		SC
Type of Service		Resale Discount
Grandfathered Services (Note 1)		Yes Yes
Promotions - > 90 Days(Note 2 & 3)		Yes Yes
B Promotions - ≤ 90 Days (Note 2 & 3)		Yes No
Lifeline/Link Up Services		Yes Yes
5 911/E911 Services		Yes Yes
N11 Services (Note 1)		No No
MemoryCall®Service		Yes No
Mobile Services		Yes No
Federal Subscriber Line Charges		Yes No
Nonrecurring Charges		Yes Yes
1 End User Line Chg- Number Portability		Yes No
Public Telephone Access Svc(PTAS)		Yes No
Inside Wire Maint Service Plan		Yes No
Applicable Notes:		
1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.		
2. Where available for resale, promotions will be made available only to End Users who would have qual	fied for the promotion had it been pro-	ovided by BellSouth directly.
3. Promotions shall be available only for the term set forth in the applicable tariff.		
4. Some of BellSouth's local exchange and toll telecommunications services are not available in certain ce	ntral offices and areas	

Version: 4Q04 Resale Agreement

02/04/05

Optional Daily Usage File

- 1. Upon written request from USA Video Relay, BellSouth will provide the Optional Daily Usage File (ODUF) service to USA Video Relay pursuant to the terms and conditions set forth in this section.
- 2. USA Video Relay shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 3. The ODUF feed provides USA Video Relay messages that were carried over the BellSouth network and processed by BellSouth for USA Video Relay.
- 4. Charges for ODUF will appear on USA Video Relay's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
- 5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of USA Video Relay will be the responsibility of USA Video Relay. If, however, USA Video Relay should encounter significant volumes of errored messages that prevent processing by USA Video Relay within its systems, BellSouth will work with USA Video Relay to determine the source of the errors and the appropriate resolution.
- 6. ODUF Specifications
- 6.1 ODUF Message to be Transmitted
- 6.1.1 The following messages recorded by BellSouth will be transmitted to USA Video Relay:
- 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- 6.1.1.2 Measured local calls
- 6.1.1.3 Directory Assistance messages
- 6.1.1.4 IntraLATA Toll
- 6.1.1.5 WATS and 800 Service

- 6.1.1.6 N11
- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to USA Video Relay.
- 6.1.4 In the event that USA Video Relay detects a duplicate on ODUF they receive from BellSouth, USA Video Relay will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
- 6.2.1 ODUF will be distributed to USA Video Relay via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT: Direct file delivery.
- 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and USA Video Relay for the purpose of data transmission. Where a dedicated line is required, USA Video Relay will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. USA Video Relay will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be USA Video Relay's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to USA Video Relay. Additionally, all message toll charges associated with the use of the dial circuit by USA Video Relay will be the responsibility of USA Video

Relay. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on USA Video Relay end for the purpose of data transmission will be the responsibility of USA Video Relay.

- 6.2.3 If USA Video Relay utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of USA Video Relay.
- 6.3 ODUF Packing Specifications
- 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to USA Video Relay which BellSouth RAO is sending the message. BellSouth and USA Video Relay will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by USA Video Relay and resend the data as appropriate.
- 6.4 ODUF Pack Rejection
- 6.4.1 USA Video Relay will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. USA Video Relay will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to USA Video Relay by BellSouth.
- 6.5 ODUF Control Data

USA Video Relay will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate USA Video Relay's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by USA Video Relay for reasons stated in the above section.

- 6.6 ODUF Testing
- Upon request from USA Video Relay, BellSouth shall send ODUF test files to USA Video Relay. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that USA Video Relay set up a production (live) file. The live test may consist of USA Video Relay's employees

Attachment 1 Page 21 Exhibit B

making test calls for the types of services USA Video Relay requests on ODUF. These test calls are logged by USA Video Relay, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

- 1. Upon written request from USA Video Relay, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to USA Video Relay pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 2. USA Video Relay shall furnish all relevant information required by BellSouth for the provision of the EODUF.
- 3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 4. Charges for EODUF will appear on USA Video Relay's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
- 5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6. Messages that error in the billing system of USA Video Relay will be the responsibility of USA Video Relay. If, however, USA Video Relay should encounter significant volumes of errored messages that prevent processing by USA Video Relay within its systems, BellSouth will work with USA Video Relay to determine the source of the errors and the appropriate resolution.
- 7. EODUF Specifications.
- 7.1 EODUF Usage To Be Transmitted
- 7.1.1 The following messages recorded by BellSouth will be transmitted to USA Video Relay:
- 7.1.1.1 Customer usage data for flat rated local call originating from USA Video Relay's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
- 7.1.1.1.1 Date of Call
- 7.1.1.1.2 From Number
- 7.1.1.1.3 To Number

- Connect Time 7.1.1.1.4 7.1.1.1.5 Conversation Time 7.1.1.1.6 Method of Recording 7.1.1.7 From RAO 7.1.1.1.8 Rate Class 7.1.1.1.9 Message Type 7.1.1.1.10 **Billing Indicators** 7.1.1.1.11 Bill to Number 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to USA Video Relay. 7.1.3 In the event that USA Video Relay detects a duplicate on EODUF they receive from BellSouth, USA Video Relay will drop the duplicate message and will not return the duplicate to BellSouth. 7.2 **EODUF Physical File Characteristics** 7.2.1 EODUF feed will be distributed to USA Video Relay via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among USA Video Relay's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and USA Video Relay for the purpose of data transmission. Where a dedicated line is required, USA Video Relay will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. USA Video Relay will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to USA Video Relay. Additionally, all message toll charges associated with the use of the dial circuit by

USA Video Relay will be the responsibility of USA Video Relay. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on USA Video Relay's end for the purpose of data transmission will be the responsibility of USA Video Relay.

- 7.2.3 If USA Video Relay utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of USA Video Relay.
- 7.3 EODUF Packing Specifications
- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to USA Video Relay which BellSouth RAO is sending the message. BellSouth and USA Video Relay will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by USA Video Relay and resend the data as appropriate.

Resale Discounts & Rates - South Carolina												Attachment:	1	Exhibit: D	
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											Submitted	Charge -	Charge -	Charge -	Charge -
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OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers to	he "stat	e specifi	c" OSS charges a	s ordered by t	the State Comm	issions. The (OSS charges c	urrently contai	ned in this rat	e exhibit are	the BellSou	th "regional"	Senice orde	ering charges.	CLEC may
elect either the state specific Commission ordered rates for the serv	ice ord	ering ch	arges, or CLEC ma	ay elect the re	gional service o	rdering charg	e, however, Cl	EC can not ob	tain a mixture	of the two	egardless if	CLEC has a i	ntonnecti	on contract e	stablished
each of the 9 states.			-	_	-						•		BICO		
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Unbranding via OLNS for Wholesale CLEC						·				 					
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Loading of DA per Switch per OCN						16.00	16.00								
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ODUF: Message Processing, per message ODUF: Message Processing, per message ODUF: Message Processing, per Magnetic Tape provisioned					0.004704										

Attachment 2

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

TABLE OF CONTENTS

1.	QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR .3
2.	ACCESS TO OPERATIONS SUPPORT SYSTEMS3
3.	MISCELLANEOUS6

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide to USA Video Relay nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that USA Video Relay can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide USA Video Relay with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of USA Video Relay and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide USA Video Relay nondiscriminatory access to its OSS and the necessary information contained therein in order that USA Video Relay can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of USA Video Relay to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for USA Video Relay's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 USA Video Relay agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that USA Video Relay can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and USA Video Relay will manage these electronic interfaces to include the development and introduction of new interfaces

will be governed by the change management process as described in Section 2.6 below. USA Video Relay shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. USA Video Relay shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, USA Video Relay shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. USA Video Relay will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit USA Video Relay's access to customer record information. If a BellSouth audit of USA Video Relay's access to customer record information reveals that USA Video Relay is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to USA Video Relay may take corrective action, including but not limited to suspending or terminating USA Video Relay's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- Ordering. BellSouth will make available to USA Video Relay electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and USA Video Relay will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.3.1 USA Video Relay shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill USA Video Relay an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill USA Video Relay a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 USA Video Relay may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, USA Video Relay may submit a list of such End Users if USA Video Relay provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent USA Video Relay requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of USA Video Relay, BellSouth will not assess USA Video Relay additional charges beyond the rates and charges specified in this Agreement.
- 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by USA Video Relay (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill USA Video Relay for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.4.2 <u>Cancellation Charges.</u> If USA Video Relay cancels an LSR for resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.5 <u>Maintenance and Repair.</u> BellSouth will make available to USA Video Relay electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and USA Video Relay will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management

process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and USA Video Relay agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

- 2.5.1 If USA Video Relay reports a trouble and no trouble actually exists on the BellSouth portion, BellSouth will charge USA Video Relay for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by USA Video Relay (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill USA Video Relay for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.6 <u>Billing.</u> BellSouth will provide USA Video Relay nondiscriminatory access to billing information as specified in Attachment 3 to this Agreement.
- Change Management. BellSouth and USA Video Relay agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and USA Video Relay agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to USA Video Relay at BellSouth's Interconnection Web site.
- 2.8 <u>Rates.</u> Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

3. MISCELLANEOUS

3.1 <u>Pending Orders.</u> To the extent that USA Video Relay submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to USA Video Relay for clarification. USA Video Relay shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If USA

Video Relay does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and USA Video Relay shall be required to submit a new LSR, with a new PON.

- 3.2 Single Point of Contact. USA Video Relay will be the single point of contact with BellSouth for ordering activity for resold services used by USA Video Relay to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. USA Video Relay and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any resold service being used by USA Video Relay to provide service to that End User and may reuse such facilities to enable such other carrier to provide service to the End User. BellSouth will notify USA Video Relay that such a request has been processed but will not be required to notify USA Video Relay in advance of such processing.
- 3.2.1 Neither BellSouth nor USA Video Relay shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 4 of this Agreement.
- 3.2.3 <u>Use of Facilities.</u> When an End User of USA Video Relay elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to USA Video Relay by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify USA Video Relay that such a request has been processed after the disconnect order has been completed.
- Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact USA Video Relay for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact USA Video Relay to request additional

information or to request authorization for additional work deemed necessary by BellSouth.

- Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.4.1 When USA Video Relay's End User, served by resale, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to USA Video Relay, which has the billing relationship with that End User, and USA Video Relay may pass such charge to the End User.

Attachment 3

Billing

TABLE OF CONTENTS

1.	PAYMENT AND BILLING ARRANGEMENTS	. 4
2.	BILLING DISPUTES	10